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IN THE

Supreme Court of the United States

OCTOBER TERM, 1967

No. 581

THE JAPANESE WAR NOTES CLAIMANTS ASSOCIATION OF THE PHILIPPINES, INCORPORATED (JAPWANCAP, INC.)

v.

THE UNITED STATES

PETITION FOR RE-HEARING OF DECISION DENYING WRIT OF CERTIORARI

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PRESS OF BYRON S. ADAMS PRINTING, INC., WASHINGTON, D. C.

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Petitioner respectfully prays that a re-hearing be granted on the Decision of this Court Denying a Writ of Certiorari and as reasons therefore states as follows:

Plaintiff sued in the United States Court of Claims for (1) reimbursement for counterfeit Japanese occupation currency which was manufactured and circulated in the Philippines by the United States; (2) for redemption by the United States of Japanese-issued occupation currency; and (3) for compensation by the United States of plaintiff's claims against Japan for loss of human life and physical destruction.

In this Court, plaintiff has limited itself to its first claim, namely reimbursement for the value of the counterfeit Japanese occupation currency issued and circulated by the United States Government. This claim is based on the ground that there was a sufficient concealment of material facts to toll the running of the Statute of Limitations. Plaintiff has prayed that its case be remanded to a Commissioner of the United States Court of Claims to take evidence as to the extent of plaintiff's knowledge of the counterfeiting and whether a fraudulent concealment by defendant prevented the discovery of the fraud by the plaintiff prior to the running of the Statute of Limitations.

Defendant, in its Memorandum in Opposition, has admitted counterfeiting the Japanese occupation currency used in the Philippines, but asserts that by Executive Agreement of September 11, 1946, the Philippine Government accepted $25,000,000.00 in return for a complete release from all liability. It is plaintiff's contention however, that the Agreement of September 11, 1946 covered only "the emergency currency, guerilla currency, military scrip and other writing intended to circulate as money, the issuance of which was duly authorized". Samples of each such wartime currency are presented as Exhibits A, B and C in the Appendix hereto.

The Japanese occupation currency which defendant admits having counterfeited, is quite different. The samples set forth as Exhibit D in the Appendix hereto illustrate this difference.

Plaintiff contends that the emergency, guerilla and military currency referred to in the Agreement of September 11, 1946 did not include the counterfeit

Japanese occupation currency; that the release and hold harmless clauses in said Executive Agreement do not apply to said counterfeit Japanese occupation currency; and that the United States is liable for the counterfeit currency which it manufactured and circulated in addition to the emergency, guerilla and military currency for which it paid $25,000,000.00 in settlement.

Wherefore plaintiff respectfully prays that a rehearing be granted on its Petition for a Writ of Certiorari.

Respectfully submitted,

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January 1968